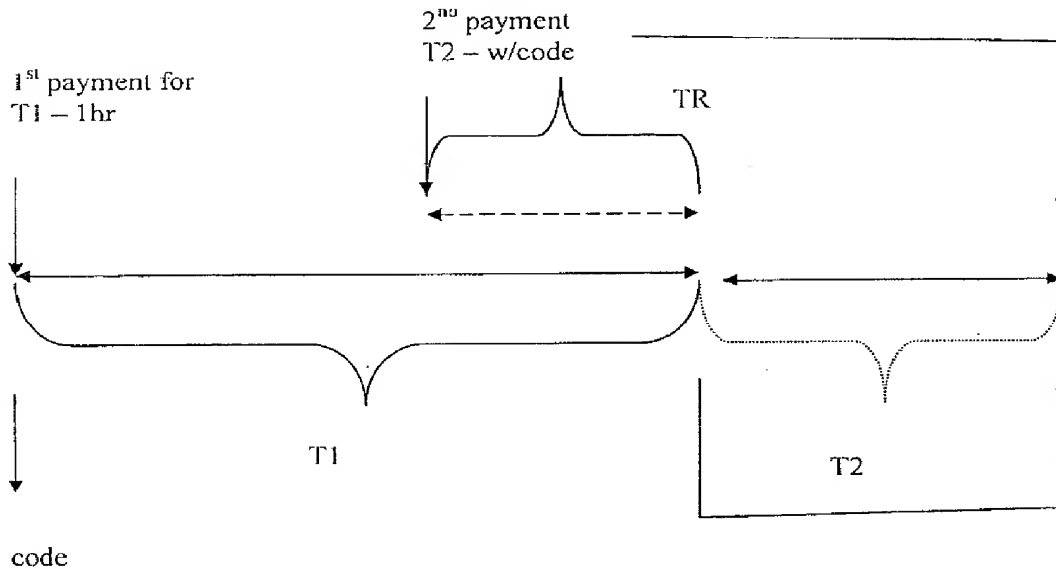<u>REMARKS</u>

In the **final** Office Action mailed May 17, 2010 the Office noted that claims 1-12 were pending and rejected claims 1-12. In this amendment claims 1, 4 and 10 have been amended, no claims have been canceled, and, thus, in view of the foregoing claims 1-12 remain pending for reconsideration which is requested. No new matter has been added. The Office's rejections are traversed below.

<u>REJECTIONS under 35 U.S.C. § 103</u>

Claims 1-12 stand rejected under 35 U.S.C. § 103(a) as being obvious over Silberberg, U.S. Patent Publication No. 2003/0010821 in view of Amirpanahi, U.S. Patent No. 5,648,906. The Applicants respectfully disagree and traverse the rejection with an argument and amendment.
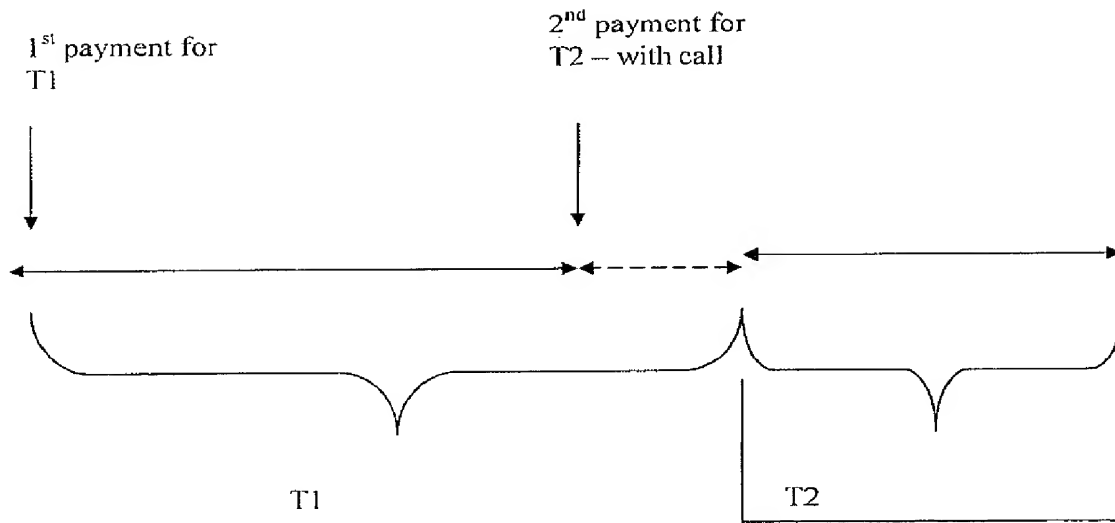
Claim 1 has been amended to recite in part "receiving, at the payment system, from said user a second payment corresponding to a second authorized parking time, **upon said first authorized parking time not being expired; upon** receiving said second payment, said payment system receiving **from said user** said extending code specific to said first payment." Support for the amendment may be found, for example, in Figs 2a and 2b and there supporting text. The Applicants submit that no new matter is believed to have been added by the amendment of claim 1. Claim 10 has been amended in a manner similar to claim 1.

The Applicants submit that claim 1 as claims is illustrated below

code

As explained in the previous response, Silberberg discusses calling user's mobile telephone, when the paid parking time has almost expired, and to ask the user whether the user whishes to extend parking time. As the user is called just before the expiration of the paid parking time, there is no residual time left for said parking time.

Below is a drawing illustrating the teaching of Silberberg:

Silberberg therefore does not disclose:

- the payment system supplies to the user an *extending* code specific to the first payment;

- when the payment system receives the second payment, the payment system receives *from said user* the extending code specific to the first payment; and

- the payment system *automatically increases* the second authorized parking time by a residual authorized time corresponding to the first authorized parking time linked to the first payment identified by the received *extending* code.
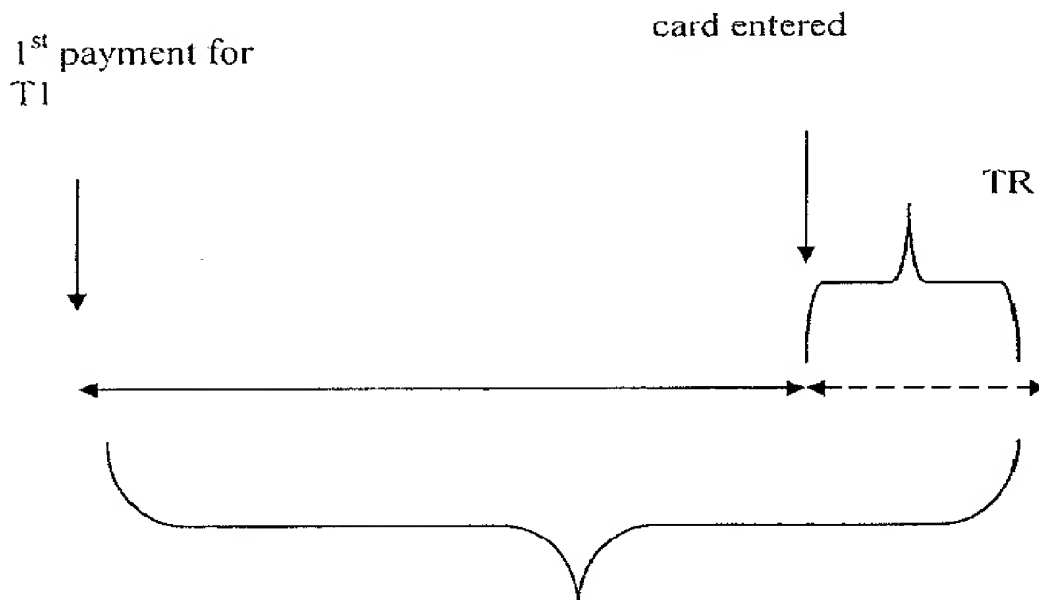
The claims have the advantage over Silverberg of allowing the user to extend their parking time whenever they want, and not only after reception of a notification call.

Amirpanahi discusses a user making a first payment for parking time with a parking charge card, and, later, the user reinserting the parking charge card and pressing a "CANCEL"

button, which erases any unexpired time and credits the parking

charge card with the unused amount of parking fee. The Office

states that the information stored into the parking charge card

can be considered as a code according to the invention, but the

The Applicants considers that such is a refund code,

and not an extending code for extending parking time.

Below is a drawing illustrating the teaching of

Amirpanahi:

1st payment for
T1

card entered

TR

Amirpanahi therefore does not disclose that:

- the payment system supplies to the user an
  extending code specific to the first payment for
  extending parking time;

- the payment system receives from the user a
  second payment corresponding to a second authorized
  parking time when said first authorized parking time

is not expired; and

- the payment system **automatically increases** the second authorized parking time by a residual authorized time corresponding to the first authorized parking time linked to the first payment identified by the received **extending** code.

In response to the Applicant's arguments regarding claims 1 and 10, the Office argues that "Silberberg discloses that once payment is made by user, the code is transmitted to the telephone of the user so the user can text or call the station, in which the code is transmitted to the central station to allow parking, as shown in [0059], lines 25-31-[0060], and therefore, the user is in control of parking by making a new payment."

The Applicant respectfully disagrees with this interpretation of Silberberg, as the code transmitted by the central station 50 to the telephone 60 acts only as "a virtual receipt to indicate that parking has been paid for" and as "a code allowing entry into the parking station 100 when the user presents at the parking station 100." ([0059])

The use of the transmitted code for allowing access to the parking station is recited again in paragraphs [0060] and [0061] as follows: "so as to allow access to the parking station", "in order to gain access into the park 100", and "this embodiment can involve transmission of the codes from the central station 50 to the telephone 60 and to the parking station 1 00 in

the same manner as described above so that the user can gain access by supplying the code to the parking station 100 upon arrival".

Thus, the code is never used to control the parking time.

The Office also argues that Silberberg "discloses that payment for the time required can be deducted from the user's account in the same manner as described with reference to figure 1, where in the embodiment of figure 1, payment is made in order to extend parking time as shown in [0052], thereby suggesting that the code for a first payment in paragraph [0059] can be used to extend parking time since the code is directly related to payment, and payment is used to extend parking time."

The Applicant considers that Silberberg never suggests using the code for allowing access to the car park 100 as a code for extending parking time. In fact, when the user wants to extend parking time after having been contacted by the central station, he only has "to input a command by touching any key indicating that parking time should be extended and the central control station will deduct appropriate payment from the user's account" (paragraph [0052]).

However, Silberberg never discloses or suggests that the user has to input a code in order to extend the parking time.

In addition, this code is not necessary in the embodiment of Silberberg as the user is contacted by the central station, and as Silberberg never suggests that the extension of

parking time could be made upon request of the user. It is always "the central station 50 or the telephone 66 at the parking meter 10 […] which inquires whether additional time is needed." (¶ [0064])

In order to highlight these differences with Silberberg, claims 1 and 10 have been amended in order to precise that the extending code received by the payment system is received from the user, even if it was already implicitly recited.

In response to the Applicant's arguments regarding claims 1 and 10, the Office further "interprets the refund code of Amirpanahi as the code provided for residual time in the present invention since residual time relates to the time left over for parking, and in Amirpanahi, the refund code also relates to the time left over for parking".

The Office also recites that "although reinsertion of the parking charge card takes place, this reinsertion represents the second payment. Once the second payment is made, the identification information of the parking charge card, which Office interprets as the code of the present invention, is used to increase the value on the parking charge card, thereby suggesting extending the parking time."

The Applicant respectfully disagrees with this interpretation. Amirpanahi only discusses the cancellation of parking time so that the information in the parking charge card

interpreted by the Office as a code should be only interpreted as a refund code, and not as an extending code for extending parking time.

The Applicant considers that Amirpanahi does not suggest extending the parking time, because it is still necessary with the payment system in Amirpanahi to cancel the actual transaction, wait for the refund, before performing a new transaction.

Furthermore, the Office has not provided explanation why if the user in Amirpanahi wants to extend the parking time whenever he wants, it is not necessary for him to insert his card, cancel, wait for the refund and then perform a new transaction.

In the Applicant's opinion, the above steps are necessary if the user in Amirpanahi wants to extend the parking time whenever he wants, whereas the present invention only require~ that a second payment is made with the additional entering of the extension code, but without cancelling the actual transaction and waiting for the refund.

In addition, claims1 and 10 have been amended in order to precise that the second authorized parking time is increased when said first authorized parking time is not expired.

Therefore, this amendment emphasizes that the second authorized parking time directly follows the first authorized parking time, whereas Amirpanahi suggests an eventual second

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authorized parking time, which is not in continuity of the first authorized parking time. Otherwise, it would not have been necessary to cancel the first authorized parking time.

For at least the reasons discussed above, Silberberg and Amirpanahi, taken separately or in combination, fail to render obvious the features of claims 1 and 10 and the claims dependent therefrom.

Withdrawal of the rejections is respectfully requested.

<u>SUMMARY</u>

It is submitted that the claims satisfy the requirements of 35 U.S.C. § 103. It is also submitted that claims 1-12 continue to be allowable. It is further submitted that the claims are not taught, disclosed or suggested by the prior art. The claims are therefore in a condition suitable for allowance. An early Notice of Allowance is requested.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

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